

EXHIBIT D

(Part 4 of 4)


**The City of New York Group Trust
as a Specified Second Lien Lender**

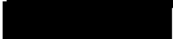
BY: Invesco Senior Secured Management, Inc. as
Investment Manager

By: 

Name: Kevin Egan

Title: Authorized Individual


Principal amount of Purchased Second Lien Loans: 



Principal amount of Initial Exchanged Term Loans: 

Notice Address: Invesco Senior Secured Management, Inc 1166 Avenue of the Americas,
26th Floor New York, NY 10036
Attn: Bank Loan Services
Email: BLS-AssetServices@invesco.com

Fixed Income Opportunities Nero, LLC

By: BlackRock Financial Management Inc., Its Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

With a copy (which shall not constitute notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

BlackRock Limited Duration Income Trust

By: BlackRock Advisors, LLC, its Investment Advisor,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

With a copy (which shall not constitute notice) to:

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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

BlackRock Global Investment Series: Income Strategies Portfolio

By: BlackRock Financial Management, Inc., its Sub-Advisor,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
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Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

ABR Reinsurance LTD.

By: BlackRock Financial Management, Inc., its Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
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40 East 52nd Street
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Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

BlackRock Credit Strategies Income Fund of BlackRock Funds V
BlackRock Advisors, LLC, its Adviser,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

BlackRock Senior Floating Rate Portfolio

By: BlackRock Investment Management, LLC, its Investment Advisor,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

BlackRock Floating Rate Income Strategies Fund, Inc.

By: BlackRock Advisors, LLC, its Investment Advisor,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
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Email: Blk-privateinfo@blackrock.com

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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

BlackRock Multi-Asset Income Portfolio of BlackRock Funds II

By: BlackRock Advisors, LLC, in its capacity as Investment Adviser,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

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40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

NC GARNET FUND, L.P.

By: NC Garnet Fund (GenPar), LLC, its general partner AND By: BlackRock Financial Management, Inc., its manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans:  _____

c/o BlackRock
1 University Square Drive, 5th Floor
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Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

BlackRock Debt Strategies Fund, Inc.

By: BlackRock Advisors, LLC, its Investment Advisor,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

BlackRock Floating Rate Income Trust

By: BlackRock Advisors, LLC, its Investment Advisor,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
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40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

JPMBI re BlackRock Bank Loan Fund

By: BlackRock Financial Management Inc., as Sub-Advisor,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
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Email: legaltransactions@blackrock.com

BlackRock Floating Rate Income Portfolio of BlackRock Funds V

By: BlackRock Advisors, LLC, its Investment Advisor,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite XV, Limited

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite XIV-R, Limited

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
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Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

With a copy (which shall not constitute notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite XVI, Limited

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite VIII, Limited

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite XVIII, Limited

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite XIX, Limited

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

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Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite XVII, Limited

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com


With a copy (which shall not constitute notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite VII, Limited

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: —

Principal amount of Initial Exchanged Term Loans: —

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

With a copy (which shall not constitute notice) to:

c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

Magnetite XII, LTD

By: BlackRock Financial Management, Inc., as Investment Manager,
as a Specified Second Lien Lender

By: 
Name: AnnMarie Smith
Title: Authorized Signatory

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans:  _____

c/o BlackRock
1 University Square Drive, 5th Floor
Princeton, NJ 08540-6455
Attn: Gina Forziati
Telephone: 212-810-8358
Email: Blk-privateinfo@blackrock.com

With a copy (which shall not constitute notice) to:


c/o BlackRock, Inc.
Office of the General Counsel
40 East 52nd Street
New York, NY 10022
Attn: Jennifer O'Neil & Jack Schinasi
Email: legaltransactions@blackrock.com

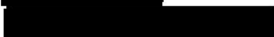
**Nuveen Floating Rate Income Fund
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC

555 California Street, Suite 3100

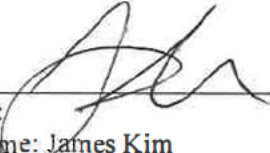
San Francisco, CA 94104-1534



Attn: Operations

Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]

**Nuveen Floating Rate Income Opportunity Fund
as a Specified Second Lien Lender**

By: 
Name: James Kim
Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations
Email: loan.ops@symphonyasset.com

Principal Funds, Inc. - Diversified Real Asset Fund
By: Symphony Asset Management LLC, as Investment Advisor
as a Specified Second Lien Lender

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 


Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]

**Nuveen Senior Income Fund
as a Specified Second Lien Lender**


By _____
Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations
Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]


Symphony CLO XVIII, LTD.


**By: Symphony Asset Management LLC, as Collateral Manager
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]

**Nuveen Short Duration Credit Opportunities Fund
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC

555 California Street, Suite 3100

San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

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Symphony CLO XIX Ltd


**By: Symphony Asset Management LLC, as Collateral Manager
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]

**Nuveen Symphony Floating Rate Income Fund
as a Specified Second Lien Lender**


By _____
Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: _____

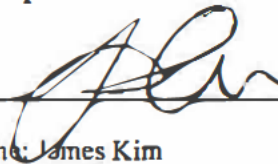
Principal amount of Initial Exchanged Term Loans: _____

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations
Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]

BayCity Alternative Investment Funds SICAV-SIF - BayCity US Senior Loan Fund
By: Symphony Asset Management LLC, as Investment Advisor
as a Specified Second Lien Lender

By: 
Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans:

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations
Email: loan.ops@symphonyasset.com


Pension Danmark Pensionsforsikringsaktieselskab

**By: Symphony Asset Management LLC, as Investment Advisor
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

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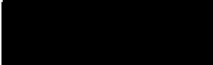
Menard, Inc.

**By: Symphony Asset Management LLC, as Investment Advisor
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC

555 California Street, Suite 3100

San Francisco, CA 94104-1534


Attn: Operations

Email: loan.ops@symphonyasset.com

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BayCity Senior Loan Master Fund Ltd.

**By: Symphony Asset Management LLC, as Investment Advisor
as a Specified Second Lien Lender**

By: 
Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans:


Principal amount of Initial Exchanged Term Loans:



Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations
Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]

Municipal Employees Annuity & Benefit Fund of Chicago
By: Symphony Asset Management LLC, as Investment Advisor
as a Specified Second Lien Lender

By: 
Name: James Kim
Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations
Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]


Principal Diversified Real Asset CIT


**By: Symphony Asset Management LLC, as Investment Advisor
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

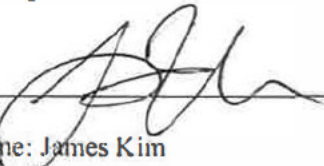
Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

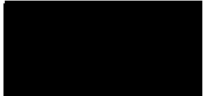
Attn: Operations

Email: loan.ops@symphonyasset.com

Symphony CLO XVII, LTD.

**By: Symphony Asset Management LLC, as Collateral Manager
as a Specified Second Lien Lender**

By: 
Name: James Kim
Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans:

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations
Email: loan.ops@symphonyasset.com

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TCI-Symphony 2016-1 Ltd


**By: Symphony Asset Management LLC, as Collateral Manager
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC
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San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

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TCI-Symphony 2017-1 Ltd

**By: Symphony Asset Management LLC, as Collateral Manager
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

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555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

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SCOF-2 LTD.

**By: Symphony Asset Management LLC, as Collateral Manager
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans:

Principal amount of Initial Exchanged Term Loans:

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]


California Street CLO IX Limited Partnership


**By: Symphony Asset Management LLC, as Collateral Manager
as a Specified Second Lien Lender**

By: 

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC

555 California Street, Suite 3100

San Francisco, CA 94104-1534


Attn: Operations

Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]

Symphony CLO XVI, LTD.

**By: Symphony Asset Management LLC, as Collateral Manager
as a Specified Second Lien Lender**

By:  _____

Name: James Kim

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: _____

Notice Address: Symphony Asset Management LLC
555 California Street, Suite 3100
San Francisco, CA 94104-1534

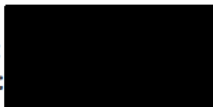
Attn: Operations
Email: loan.ops@symphonyasset.com

[Signature Page to Serta Exchange Agreement]

**Nuveen Credit Strategies Income Fund
as a Specified Second Lien Lender**

By: 
Name: **James Kim**

Title: Co-Head of Investments, Head of Research

Principal amount of Purchased Second Lien Loans: 

Principal amount of Initial Exchanged Term Loans: 

Notice Address: Symphony Asset Management LLC

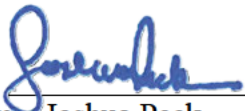
555 California Street, Suite 3100

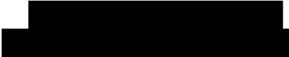

San Francisco, CA 94104-1534

Attn: Operations

Email: loan.ops@symphonyasset.com

**TOP FUND IV, LLC,
as a Specified Second Lien Lender**

By: 
Name: Joshua Peck
Title: Vice President

Principal amount of Purchased Second Lien Loans: 
Principal amount of Initial Exchanged Term Loans: 

Notice Address: 2100 McKinney Ave, Suite 1500
Dallas, Texas 75201
Attn: Joshua Peck; Sixth Street Partners
Legal
Email: jpeck@tpg.com; TSSPlegal@tpg.com

**MP CLO III LTD.,
as a Specified Second Lien Lender**




By: MP CLO Management LLC, its Collateral Manager

Name: Thomas Shandell

Title: CEO

Principal amount of Initial Exchange Term Loans 

Principal amount of Purchased Second Lien Loans: 

Notice Address: 600 Steamboat Road, Suite 202

Greenwich, CT 06830

Attn: Greg Todisco

Fax: _____

Email: gtodisco@marblepointcredit.com


**MP CLO IV LTD.,
as a Specified Second Lien Lender**

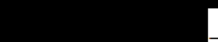


By: MP CLO Management LLC, its Collateral Manager

Name: Thomas Shandell

Title: CEO

Principal amount of Initial Exchange Term Loans  _____

Principal amount of Purchased Second Lien Loans:  _____

Notice Address: 600 Steamboat Road, Suite 202
Greenwich, CT 06830
Attn: Greg Todisco
Fax: _____
Email: gtodisco@marblepointcredit.com

MP CLO VII LTD.,
as a Specified Second Lien Lender



By: MP CLO Management LLC, its Collateral Manager

Name: Thomas Shandell

Title: CEO

Principal amount of Initial Exchange Term Loans

Principal amount of Purchased Second Lien Loans:

Notice Address: 600 Steamboat Road, Suite 202

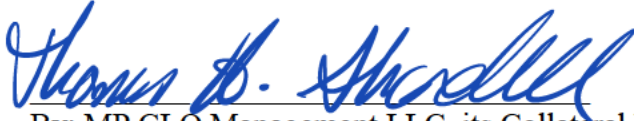
Greenwich, CT 06830

Attn: Greg Todisco

Fax:

Email: gtodisco@marblepointcredit.com

**MP CLO VIII LTD.,
as a Specified Second Lien Lender**



By: MP CLO Management LLC, its Collateral Manager

Name: Thomas Shandell

Title: CEO

Principal amount of Initial Exchange Term Loans

Principal amount of Purchased Second Lien Loans:

Notice Address: 600 Steamboat Road, Suite 202

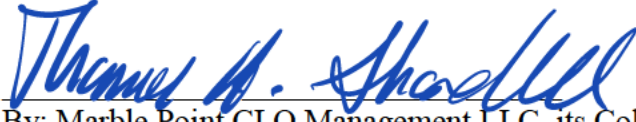
Greenwich, CT 06830

Attn: Greg Todisco

Fax:

Email: gtodisco@marblepointcredit.com

**MARBLE POINT CLO X.,
as a Specified Second Lien Lender**



By: Marble Point CLO Management LLC, its Collateral Manager

Name: Thomas Shandell

Title: CEO

Principal amount of Initial Exchange Term Loans

Principal amount of Purchased Second Lien Loans:

Notice Address: 600 Steamboat Road, Suite 202

Greenwich, CT 06830

Attn: Greg Todisco

Fax:

Email: gtodisco@marblepointcredit.com

**MARBLE POINT CLO XI LTD.,
as a Specified Second Lien Lender**



By: Marble Point CLO Management LLC, its Collateral Manager

Name: Thomas Shandell

Title: CEO

Principal amount of Initial Exchange Term Loans

Principal amount of Purchased Second Lien Loans:

Notice Address: 600 Steamboat Road, Suite 202

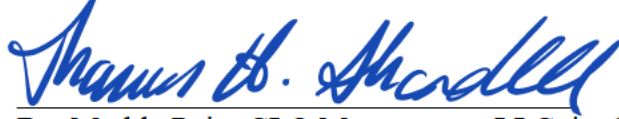
Greenwich, CT 06830

Attn: Greg Todisco

Fax:

Email: gtodisco@marblepointcredit.com

**MARBLE POINT CLO XII LTD.,
as a Specified Second Lien Lender**



By: Marble Point CLO Management LLC, its Collateral Manager

Name: Thomas Shandell

Title: CEO

Principal amount of Initial Exchange Term Loans

Principal amount of Purchased Second Lien Loans:

Notice Address: 600 Steamboat Road, Suite 202

Greenwich, CT 06830

Attn: Greg Todisco

Fax:

Email: gtodisco@marblepointcredit.com

**MPLF FUNDING LTD.,
as a Specified Second Lien Lender**



By: Marble Point Credit Management LLC, its Collateral Manager

Name: Thomas Shandell

Title: CEO

Principal amount of Initial Exchange Term Loans

Principal amount of Purchased Second Lien Loans:

Notice Address: 600 Steamboat Road, Suite 202

Greenwich, CT 06830

Attn: Greg Todisco

Fax:

Email: gtodisco@marblepointcredit.com

**Monarch Master Funding Ltd,
as a Specified Second Lien Lender**

By: Monarch Alternative Capital LP, as adviser



By:

Name: Michael Weinstock

Title: Authorized Person

Principal amount of Initial Exchange Term Loans [REDACTED]

Principal amount of Purchased Second Lien Loans: [REDACTED]

Notice Address: c/o Monarch Alternative Capital
LP

535 Madison Avenue
New York, NY 10022

Attn: Fund Operations


Fax: 212-554-1701

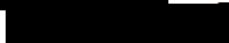
Email: fundops@monarchlp.com

Venor Capital Master Fund Ltd.,
as a Specified Second Lien Lender



By: Venor Capital Management L.P.
Its Investment Manager
Name: Michael Wartell
Title: Co-CIO

Principal amount of Initial Exchange Term Loans 

Principal amount of Purchased Second Lien Loans: 

Notice Address: 7 Times Square, Suite 4303
New York, NY 10036
Attn: Venor Operations
Fax: _____
Email: Operations@venorcapital.com

Elevation CLO 2013-1, Ltd.
Elevation CLO 2014-2, Ltd.
Elevation CLO 2015-4, Ltd.
Elevation CLO 2016-5, Ltd.
Elevation CLO 2017-6, Ltd.
Elevation CLO 2017-7, Ltd.
Elevation CLO 2017-8, Ltd.
Elevation CLO 2018-9, Ltd.
Peaks CLO 1, Ltd.
Peaks CLO 2, Ltd.

as a Specified Second Lien Lender



By:

Name: Sanjai Bhonsle

Title: Partner, Portfolio Manager

Principal amount of Initial Exchange Term Loans

Principal amount of Purchased Second Lien Loans:

Notice Address: 100 Fillmore St., Suite 325

Denver, CO 80206

Attn: Doug Schwartz

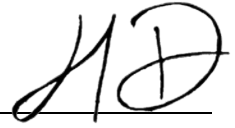
Fax: 303.398.2999

Email: dschwartz@arrowmarkpartners.com

UBS AG, STAMFORD BRANCH,
as Priority Lien Bank Agent

By: _____

Name: Houssem Daly
Title: Associate Director



By: _____

Name: Darlene Arias
Title: Director



UBS AG, STAMFORD BRANCH,
as First Lien Bank Agent

By: _____

Name: Housseem Daly
Title: Associate Director



By: _____

Name: Darlene Arias
Title: Director



GOLDMAN SACHS BANK USA,
as Second Lien Bank Agent

By: 

Name:

Title:

Douglas Tansey
Authorized Signatory

EXHIBIT A
MASTER ASSIGNMENT AGREEMENT (FIRST LIEN)

FORM OF MASTER ASSIGNMENT AND ACCEPTANCE

Reference is made to that certain *First Lien Term Loan Agreement*, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), among Dawn Intermediate, LLC, a Delaware limited liability company (“Holdings”), Serta Simmons Bedding, LLC, a Delaware limited liability company (the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing” and, together with the Top Borrower, the “Specified Borrowers”), the Lenders party thereto, and UBS AG Stamford Branch, as Administrative Agent (in such capacity, the “Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

This Master Assignment and Acceptance (this “Master Assignment and Acceptance”) is dated as of the Effective Date set forth below (the “Effective Date”) and is entered into by and between each Assignor identified in Exhibit B (each, an “Assignor”) and the Specified Borrowers as assignees (each, in such capacity, an “Assignee”). It is understood and agreed that the rights and obligations of the Assignors and the Assignees hereunder are several and not joint. The Agent is a third party beneficiary of this Master Assignment and Acceptance, and this Master Assignment and Acceptance may not be modified or amended without the prior written consent of the Agent.

1. Pursuant to Section 9.05(g) of the Credit Agreement, each Assignor hereby irrevocably sells, assigns and transfers, without recourse, to each Assignee, and each Assignee hereby irrevocably purchases and assumes, without recourse, from each Assignor, effective as of the Effective Date, (i) all of such Assignor’s Term Loans, the principal amount of which is set forth opposite such Assignor’s name on Schedule 1 attached hereto and all rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount assigned hereunder of such Term Loans and such outstanding rights and obligations of such Assignor under the Credit Agreement, and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of such Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity to the extent related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as an “Assigned Interest”). Each Assignor and each Assignee hereby makes and agrees to be bound by all the representations, warranties and agreements made by it as set forth in Exhibit A hereto. From and after the Effective Date (i) each Assignee shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, have the rights and obligations of a Lender (including as an Affiliated Lender) thereunder and under the Loan Documents and (ii) such Assignor shall relinquish its rights and be released from its obligations under the Credit Agreement and shall cease to be a party thereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 of the Credit Agreement with respect to facts and circumstances occurring on or prior to the Effective Date and subject to its obligations hereunder and under Section 9.13 of the Credit Agreement. If such Assignor holds a Promissory Note, such Assignor shall, as soon as reasonably practicable (including giving effect to delays as a result of any quarantine, shelter in place or work from home orders or travel restrictions then in effect) after the Effective Date, surrender such Promissory Note to the Top Borrower for cancellation. Such sale, assignment and transfer is subject to acceptance and recording thereof in the Register by the Administrative Agent pursuant to Section 9.05(b)(v) of the Credit Agreement.

2. Attached to this Master Assignment and Acceptance is any documentation required to be delivered by each Assignee pursuant to Section 2.17 of the Credit Agreement, duly completed and executed by such Assignee.

3. This Master Assignment and Acceptance and any claims, controversy, dispute or causes of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Master Assignment and Acceptance (i) shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and (ii) shall be construed in accordance with and governed by the laws of the State of New York, without regard to any principle of conflicts of law that could require the application of any other law.

Date of Assignment: June 22, 2020

Legal Name of Assignor ("Assignor"): As set forth on Exhibit B

Legal Name of Assignee ("Assignees"): Serta Simmons Bedding, LLC
SSB Manufacturing Company

Assignee's Address for Notices:

2451 Industry Avenue
Doraville, GA 30360
Attention: Sally A. Erickson
Email: SErickson1@SertaSimmons.com
Facsimile: (770) 206-2669

Effective Date of Assignment: June 22, 2020

The terms set forth in this Master Assignment and Acceptance are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____

Name: _____

Title: _____

ASSIGNEES

Serta Simmons Bedding, LLC, a Delaware
limited liability company

By: _____
Name:
Title:

SSB Manufacturing Company, a Delaware
corporation

By: _____
Name:
Title:

Acknowledged:

**UBS AG, STAMFORD BRANCH, as
Administrative Agent**

By: _____

Name: _____

Title: _____

EXHIBIT A REPRESENTATIONS AND WARRANTIES

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

By executing and delivering this Master Assignment and Acceptance, each assigning Lender hereunder and each Assignee hereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows:

1. Each assigning Lender represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim, (ii) the outstanding balances of its Term Loans, without giving effect to assignments hereof which have not become effective, are true and correct and as set forth in this Master Assignment and Acceptance, (iii) it has full power and authority, and has taken all action necessary to execute and deliver such Master Assignment and Acceptance and to consummate the transactions contemplated thereby and (iv) it is not (x) a Defaulting Lender, (y) a Disqualified Institution or (z) an Affiliated Lender.
2. Each Assignor acknowledges and agrees that in connection with this Master Assignment and Acceptance, (1) the Specified Borrowers or their subsidiaries or Affiliates may have, and later may come into possession of, material non-public information with respect to Holdings, the Specified Borrowers and/or any of their respective subsidiaries and/or their respective Securities ("MNPI"), (2) it has made its own analysis and determination to participate in the transactions contemplated by this Master Assignment and Acceptance notwithstanding such Assignor's lack of knowledge of the MNPI, (3) none of Holdings, any Borrower, any of their respective subsidiaries, the First Lien Agent or any of their respective Affiliates shall have any liability to such Assignor, and such Assignor hereby waives and releases, to the extent permitted by applicable Requirements of Law, any claims it may have against Holdings, each Borrower, each of their respective subsidiaries, the First Lien Agent and each of their respective Affiliates, under applicable Requirements of Law or otherwise, with respect to the nondisclosure of the MNPI and (4) the MNPI may not be available to the First Lien Agent or the other Assignors.
3. Except as set forth in (1) above, each assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the financial condition of Holdings, the Top Borrower or any Subsidiary or the performance or observance by Holdings, the Top Borrower or any Subsidiary of any of its obligations under the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto.
4. Each Assignee represents and warrants that (i) it is an Affiliated Lender and has full power and authority, and has taken all action necessary, to execute and deliver such Master Assignment and Acceptance and to consummate the transactions contemplated hereby, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, and (iii) (1) no Default or Event of Default exists at the time of the confirmation of any open market purchase and (2) the Term Loans in respect of such Assigned Interest shall, to the extent permitted by applicable

Requirement of Law, be retired and cancelled immediately after the Effective Date.

5. Each Assignee confirms that it has received a copy of the Credit Agreement and each applicable Intercreditor Agreement, together with copies of the financial statements referred to in Section 4.01(c) or the most recent financial statements delivered pursuant to Section 5.01 of the Credit Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Master Assignment and Acceptance.
6. Each Assignee will independently and without reliance upon any Agent, each assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement.
7. Each Assignee appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to such Agent by the terms of the Credit Agreement, together with such powers as are reasonably incidental thereto.
8. Each Assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.
9. Each Assignee agrees that, solely in its capacity as an Affiliated Lender, it will not be entitled to (a) attend (including by telephone) or participate in any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender or among Lenders to which the Loan Parties or their representatives are not invited or (b) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and one or more Lenders, except to the extent such information or material has been made available by the Administrative Agent or any Lender to any Loan Party or its representatives (and in any case, other than the right to receive notices of Borrowings, prepayments and other administrative notices in respect of its Term Loans required to be delivered to Lenders pursuant to Article 2 of the Credit Agreement).

EXHIBIT B

ASSIGNORS

SCHEDULE I

ASSIGNED INTERESTS

Assignor	Assignee	Amount of Loans Assigned
		\$
		\$
		\$

EXHIBIT B
MASTER ASSIGNMENT AGREEMENT (SECOND LIEN)

FORM OF MASTER ASSIGNMENT AND ACCEPTANCE

Reference is made to that certain *Second Lien Term Loan Agreement*, dated as of November 8, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the “Credit Agreement”), among Dawn Intermediate, LLC, a Delaware limited liability company (“Holdings”), Serta Simmons Bedding, LLC, a Delaware limited liability company (the “Top Borrower”), National Bedding Company L.L.C., an Illinois limited liability company (“National Bedding”), SSB Manufacturing Company, a Delaware corporation (“SSB Manufacturing” and, together with the Top Borrower, the “Specified Borrowers”), the Lenders party thereto, and Goldman Sachs Bank USA, as Administrative Agent (in such capacity, the “Agent”). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

This Master Assignment and Acceptance (this “Master Assignment and Acceptance”) is dated as of the Effective Date set forth below (the “Effective Date”) and is entered into by and between each Assignor identified in Exhibit B (each, an “Assignor”) and the Top Borrower as assignee (in such capacity, the “Assignee”). It is understood and agreed that the rights and obligations of the Assignors and the Assignee hereunder are several and not joint. The Agent is a third party beneficiary of this Master Assignment and Acceptance, and this Master Assignment and Acceptance may not be modified or amended without the prior written consent of the Agent.

1. Pursuant to Section 9.05(g) of the Credit Agreement, each Assignor hereby irrevocably sells, assigns and transfers, without recourse, to the Assignee, and the Assignee hereby irrevocably purchases and assumes, without recourse, from each Assignor, effective as of the Effective Date, (i) all of such Assignor’s Loans, the principal amount of which is set forth opposite such Assignor’s name on Schedule 1 attached hereto and all rights and obligations in its capacity as a Lender under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the amount assigned hereunder of such Loans and such outstanding rights and obligations of such Assignor under the Credit Agreement and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of such Assignor (in its capacity as a Lender) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity to the extent related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as an “Assigned Interest”). Each Assignor and the Assignee hereby makes and agrees to be bound by all the representations, warranties and agreements made by it as set forth in Exhibit A hereto. From and after the Effective Date (i) the Assignee shall be bound by the provisions of the Credit Agreement and, to the extent of the Assigned Interest, have the rights and obligations of a Lender (including as an Affiliated Lender) thereunder and under the Loan Documents and (ii) such Assignor shall relinquish its rights and be released from its obligations under the Credit Agreement and shall cease to be a party thereto but shall continue to be entitled to the benefits of Sections 2.15, 2.16, 2.17 and 9.03 of the Credit Agreement with respect to facts and circumstances occurring on or prior to the Effective Date and subject to its obligations hereunder and under Section 9.13 of the Credit Agreement. If such Assignor holds a Promissory Note, such Assignor shall, as soon as reasonably practicable (including giving effect to delays as a result of any quarantine, shelter in place or work from home orders or travel restrictions then in effect) after the Effective Date, surrender such Promissory Note to the Top Borrower for cancellation. Such sale, assignment and transfer is subject to acceptance and recording thereof in the Register by the Administrative Agent pursuant to Section 9.05(b)(v) of the Credit Agreement.

2. Attached to this Master Assignment and Acceptance is any documentation required to be delivered by the Assignee pursuant to Section 2.17 of the Credit Agreement, duly completed and executed by the Assignee.

3. This Master Assignment and Acceptance and any claims, controversy, dispute or causes of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Master Assignment and Acceptance (i) shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns and (ii) shall be construed in accordance with and governed by the laws of the State of New York, without regard to any principle of conflicts of law that could require the application of any other law.

Date of Assignment: June 22, 2020

Legal Name of Assignor (“Assignor”): As set forth on Exhibit B

Legal Name of Assignee (“Assignee”): Serta Simmons Bedding, LLC

Assignee’s Address for Notices:

2451 Industry Avenue
Doraville, GA 30360
Attention: Sally A. Erickson
Email: SErickson1@SertaSimmons.com
Facsimile: (770) 206-2669

Effective Date of Assignment: June 22, 2020

The terms set forth in this Master Assignment and Acceptance are hereby agreed to:

ASSIGNOR

[NAME OF ASSIGNOR]

By: _____

Name: _____

Title: _____

ASSIGNEE

Serta Simmons Bedding, LLC, a Delaware
limited liability company

By: _____
Name:
Title:

Acknowledged:

Goldman Sachs Bank USA, as Administrative Agent

By: _____

Name: _____

Title: _____

EXHIBIT A REPRESENTATIONS AND WARRANTIES

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement.

By executing and delivering this Master Assignment and Acceptance, each assigning Lender hereunder and the Assignee hereunder shall be deemed to confirm to and agree with each other and the other parties hereto as follows:

1. Each assigning Lender represents and warrants that (i) it is the legal and beneficial owner of the interest being assigned hereby free and clear of any lien, encumbrance or other adverse claim, (ii) the outstanding balances of its Loans, without giving effect to assignments hereof which have not become effective, are true and correct and as set forth in this Master Assignment and Acceptance, (iii) it has full power and authority, and has taken all action necessary to execute and deliver such Master Assignment and Acceptance and to consummate the transactions contemplated thereby and (iv) it is not (x) a Defaulting Lender, (y) a Disqualified Institution or (z) an Affiliated Lender.
2. Each Assignor acknowledges and agrees that in connection with this Master Assignment and Acceptance, (1) the Specified Borrowers or their subsidiaries or Affiliates may have, and later may come into possession of, material non-public information with respect to Holdings, the Specified Borrowers and/or any of their respective subsidiaries and/or their respective Securities (“MNPI”), (2) it has made its own analysis and determination to participate in the transactions contemplated by this Master Assignment and Acceptance notwithstanding such Assignor’s lack of knowledge of the MNPI, (3) none of Holdings, any Borrower, any of their respective subsidiaries, the Administrative Agent or any of their respective Affiliates shall have any liability to such Assignor, and such Assignor hereby waives and releases, to the extent permitted by applicable Requirements of Law, any claims it may have against Holdings, each Borrower, each of their respective subsidiaries, the Administrative Agent and each of their respective Affiliates, under applicable Requirements of Law or otherwise, with respect to the nondisclosure of the MNPI and (4) the MNPI may not be available to the Administrative Agent or the other Assignors.
3. Except as set forth in (1) above, each assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement, or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto, or the financial condition of Holdings, the Top Borrower or any Subsidiary or the performance or observance by Holdings, the Top Borrower or any Subsidiary of any of its obligations under the Credit Agreement, any other Loan Document or any other instrument or document furnished pursuant thereto.
4. The Assignee represents and warrants that (i) it is an Affiliated Lender and has full power and authority, and has taken all action necessary, to execute and deliver such Master Assignment and Acceptance and to consummate the transactions contemplated hereby, (ii) it satisfies the requirements, if any, specified in the Credit Agreement that are required to be satisfied by it in order to acquire the Assigned Interest and become a Lender, and (iii) (1) no Default or Event of Default exists at the time of the confirmation of any open market purchase and (2) the Loans in respect of such Assigned Interest shall, to the extent permitted by applicable Requirement of Law, be retired and cancelled immediately after the Effective Date.

5. The Assignee confirms that it has received a copy of the Credit Agreement and each applicable Intercreditor Agreement, together with copies of the financial statements referred to in Section 4.01(c) or the most recent financial statements delivered pursuant to Section 5.01 of the Credit Agreement, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Master Assignment and Acceptance.
6. The Assignee will independently and without reliance upon any Agent, each assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement.
7. The Assignee appoints and authorizes the Administrative Agent and the Collateral Agent to take such action as agent on its behalf and to exercise such powers under the Credit Agreement as are delegated to such Agent by the terms of the Credit Agreement, together with such powers as are reasonably incidental thereto.
8. The Assignee agrees that it will perform in accordance with their terms all the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender.
9. The Assignee agrees that, solely in its capacity as an Affiliated Lender, it will not be entitled to (a) attend (including by telephone) or participate in any meeting or discussions (or portion thereof) among the Administrative Agent or any Lender or among Lenders to which the Loan Parties or their representatives are not invited or (b) receive any information or material prepared by the Administrative Agent or any Lender or any communication by or among the Administrative Agent and one or more Lenders, except to the extent such information or material has been made available by the Administrative Agent or any Lender to any Loan Party or its representatives (and in any case, other than the right to receive notices of Borrowings, prepayments and other administrative notices in respect of its Loans required to be delivered to Lenders pursuant to Article 2 of the Credit Agreement).

EXHIBIT B

ASSIGNORS

SCHEDULE I

ASSIGNED INTERESTS

Assignor	Assignee	Amount of Loans Assigned
		\$
		\$
		\$